MULTIMEDIA UNIVERSITY

STUDENT ID NO

MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

TRIMESTER 1, 2016 / 2017

UCY4612 – CONVEYANCING PRACTICE

(All Sections / Groups)

19 OCTOBER 2016

Reading Time: 2.30 p.m. – 2.45 p.m.
(15 Minutes)
Answering Time: 2.45p.m. – 5.45 p.m.
(3 Hours)

INSTRUCTIONS TO STUDENT

1. Students will have **fifteen minutes** during which they may read the paper and make rough notes ONLY in their question paper. Students then have the remaining **THREE HOURS** in which to answer the questions.

2. This Question paper consists of 3 pages with 4 Questions only.

3. Attempt **FOUR** questions. All questions carry equal marks and the distribution of the marks for each question is given.

4. Students are allowed to bring into Examination Hall CLEAN and ORIGINAL copies of: (i) Legal Profession Act 1976; (ii) National Land Code 1965; (iii) Housing Development (Control & Licensing) Act 1966 (together with Rules and Regulations incorporating latest amendments); (iv) Strata Titles Act 2013; (v) Strata Management Act 2013.

   Students are not allowed to lend or borrow statute(s) during the Examination.

5. Please write all your answers in the Answer Booklet provided. Please **highlight** or **underline** all references to cases and statutes

QUESTION 1

Mr. Sel Loh has agreed to sell to Mr. Bay Yoh all that piece of land held under Lot 123 HSD 456 Mukim of Jasin, Melaka (the said land), together with a double story bungalow house erected on it described as 101, Jalan Jasin, Taman Indah 73450 Melaka for the price of RM1.5 million.

(a) Both parties come to see you and request you to act for them in the sale and purchase transaction. Advise the parties on the legal position with respect to the Legal Profession Act 1976 and the Bar Council's Conveyancing Practice Rulings.

(5 marks)

(b) Can the vendor choose not to be represented? Explain your duties and responsibilities as an Advocate and Solicitor in such a situation.

(5 marks)

(c) You have now been appointed to act for Mr. Bay Yoh. Mr. Bay Yoh wishes to save some money and asks you for a discount on your fees. He also suggests that he can conduct all the mandatory searches, filing and registering of documents etc. himself. How will you respond?

(5 marks)

(d) You find out that Mr. Sel Loh is a relative of the registered proprietor of the said land, who is currently overseas and is acting on his behalf. Discuss how you should proceed.

(10 marks)
(Total: 25 marks)

QUESTION 2

Pir Wan bought Parcel No.240 held under Master Title Lot 123 H.S.(D) 420 Daerah Melaka Tengah (the said property) from Green Developers Sdn. Bhd. in June 2014 for the sum of RM500,000/-. He has now agreed to sell it for RM800,000/- to his good friend, Pur Two who hopes to obtain a bank loan to finance the purchase. You are informed that Pir Wan has a sum of RM200,000/- outstanding on his housing loan obtained from Good Bank Bhd. He hopes to repay the loan through the sale of the said property. Pir Wan has his own solicitors.

Advise the parties on the sale and loan procedure.

(Total: 25 marks)

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QUESTION 3

Bogus a property agent introduces Third Party Sdn. Bhd. (TPSB) to Peguam, an Advocate and Solicitor, for the sale and purchase of a piece of land held under replacement title GM 9890 (the said land) for the sum of RM 3.5 million. According to Bogus he is acting under a Power of Attorney for the registered proprietor one Madam Innocent who is a foreign national residing overseas. Peguam, conducts the mandatory searches and prepares the necessary documents for the sale and transfer of the said land which is eventually registered in favour of TPSB. Two months after registration, Peguam is sued by Madam Victim who claims to be the real registered proprietor of the said land and in fact has the original document of title to the said land in her possession.

Advise Peguam on his liability.

(Total: 25 marks)

Answer EITHER Question 4(a) OR Question 4 (b)

QUESTION 4 (a)

On 15 March 2014, Pur Chay Ser paid a booking fee to Surya Developers Sdn. Bhd. (SDSB) for the purchase of a double storey terrace house (the said property) costing RM500,000/-. On 30 March 2014 he paid the balance of his first 10% deposit and duly signed the Sale & Purchase Agreement (SPA). However, the SPA was dated 15 April 2014. Delivery of vacant possession was to be in 24 months of the SPA failing which SDSB would be liable to pay agreed liquidated damages. Pur Chay Ser received a letter dated 15 September 2016 advising him of the completion and delivery of vacant possession. Pur Chay Ser is very upset with the delay which has caused him a great deal of expense resulting in stress and hypertension. The vacant possession has not been certified by the Local Authority. Further, Pur Chay Ser also notices cracks on the wall and drains. He is worried that the land could be sinking.

Advise Pur Chay Ser on the remedies available to him.

(Total: 25 marks)

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OR

QUESTION 4(b)

Two years ago Jasmin bought an apartment (the said property) from Magic Developers Sdn. Bhd. (MDSB) financed by Green Bank Bhd. (GBB). As individual document of title had yet to be issued Jasmin assigned all her 'rights, title and interests' in the said property by way of a Loan Agreement cum Assignment to GBB'. Strata title has now been issued and MDSB instructs Jasmin to sign the transfer form to enable title to be transferred and registered in Jasmin's name. However, as Jasmin did not keep up with her loan repayments, GBB proceed to sell the said property to Jaffar. Consequently, GBB request MDSB to execute the Memorandum of Transfer directly to them based on the Loan Agreement cum Assignment. However, MDSB refuse to do so on the grounds that it had not given its consent to the assignment and no administrative fee had been paid to it for the assignment.

Advise GBB on the validity or otherwise of the claim by MDSB and how it may correctly sell the said property to recover the amount outstanding on Jasmin's loan.

(Total: 25 marks)

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